

**Exhibit A**

**Revised Proposed Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re:	)	)
	)	Chapter 11
	)	
JOANN INC., <i>et al.</i> <sup>1</sup>	)	Case No. 25-10068 (CTG)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	<b>Re: Docket Nos. 429 and 790</b>

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**ELEVENTH ORDER AUTHORIZING THE DEBTORS TO REJECT  
CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

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Pursuant to and in accordance with the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. 429] (the “Procedures Order”)<sup>2</sup> entered in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and it appearing that the *Eleventh Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases* [Docket No. 790] (the “Rejection Notice”) satisfies the requirements set forth in the Procedures Order; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors’ mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Procedures Order.

order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Rejection Notice in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Rejection Notice is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Rejection Notice and opportunity for a hearing on the Rejection Notice were appropriate and no other notice need be provided; and this Court having reviewed the Rejection Notice; and this Court having determined that the legal and factual bases set forth in the Rejection Notice establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Contracts set forth in Exhibit 1 attached hereto are hereby rejected as of the Rejection Date established in the Rejection Notice; *provided, however*, if any such Contract is an unexpired lease of non-residential real property (a "Lease"), the rejection effective date shall be the later of (a) the applicable Rejection Date set forth in the Rejection Notice or such other date as the Debtors and the applicable Rejection Counterparty may agree and (b) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing, with email being sufficient, of the Debtors' surrender of the premises and (i) turning over keys, key codes, and security codes, if any, to the affected landlord or (ii) notifying the affected landlord in writing, with email being sufficient, that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises (the "Rejection Effective Date").

2. Any and all property located on the Debtors' leased premises on the Rejection Effective Date of the applicable Lease shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. The applicable Contract counterparty

or counterparties may, in their sole discretion and without further notice or further order of this Court, utilize and/or dispose of such property without further notice or liability to the Debtors or consenting third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

3. If any affected Rejection Counterparty to a Contract asserts a claim against the Debtors arising from the rejection of the Contract, the Counterparty must file a proof of claim on or before the later of (a) the applicable deadline for filing proofs of claim established in these chapter 11 cases and (b) thirty (30) days after the later of (i) the Rejection Date or, in the case of a Lease, the Rejection Effective Date and (ii) the date of entry of this Order. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

4. Nothing contained in the Rejection Notice or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Rejection Notice or this Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property

of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

5. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Rejection Notice shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated and is no longer an executory contract or unexpired lease, respectively.

6. Notice of the Rejection Notice as provided therein shall be deemed good and sufficient notice of such Rejection Notice and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

7. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

8. Notwithstanding anything to the contrary herein, the Debtors are authorized to remove any Contract from the schedule to the Rejection Notice at any time prior to the Rejection Date.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

10. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**Exhibit 1**

**Rejected Contracts**

No.	Rejection Counterparty	Debtor Party	Description of Contract <sup>1</sup>	Rejection Date
1	RTB HOUSE INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 09/04/2024	4/30/2025
2	SHANGHAI SUNION COMPUTER TEC DEV CO	Jo-Ann Stores, LLC	Service Agreement Dated 04/01/2018	4/30/2025
3	AVERY DENNISON RETAIL INFO SERVICES	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C139490 - DATED 04/09/2020	4/30/2025
4	BUREAU VERITAS COMSUMER PRODUCTS SR	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 02/02/2021	4/30/2025
5	CLAIMCO LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 01/27/2021	4/30/2025
6	MEYERS ROMAN FRIEDBERG & LEWIS	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 09/27/2019	4/30/2025
7	MILLIMAN USA	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 04/11/2023	4/30/2025
8	Q4 INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 04/30/2020	4/30/2025
9	SGS NORTH AMERICA INC	Jo-Ann Stores, LLC	PRODUCT TESTING AND REBATE AGREEMENT DATED 02/02/2023	4/30/2025
10	SUCCESSFACTORS INC	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 02/28/2022	4/30/2025
11	SUN LIFE ASSURANCE CO OF CANADA	Jo-Ann Stores, LLC	LIFE & DISABILITY INSURANCE SERVICE AGREEMENT DATED 02/01/2024	4/30/2025
12	SUN LIFE ASSURANCE CO OF CANADA	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C324200 - DATED 02/01/2022	4/30/2025
13	<i>[Left Intentionally Blank]</i>			
14	AARON MITCHAEI	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 08/24/2022	4/30/2025
15	AARON MITCHAEI	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C325160 - DATED 08/20/2022	4/30/2025
16	AARON MITCHAEI M	Jo-Ann Stores, LLC	Service Agreement Dated 08/24/2022	4/30/2025
17	ACTION BOYD LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 06/22/2022	4/30/2025
18	ALLY EDGAR	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C326526 - DATED 07/06/2023	4/30/2025
19	ALLYSON DURK	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C327923 - DATED 10/10/2024	4/30/2025
20	<i>[Left Intentionally Blank]</i>			
21	<i>[Left Intentionally Blank]</i>			
22	<i>[Left Intentionally Blank]</i>			
23	ANGELA M. BUCHANAN, PHILLIPS MURRAH P. C.	Jo-Ann Stores, LLC	ENGAGEMENT LETTER DATED 08/13/2021	4/30/2025
24	ARENTOFOX SCHIFF LLP	JOANN Inc.	ENGAGEMENT LETTER DATED 11/20/2024	4/30/2025
25	ARENTOFOX SCHIFF LLP	Jo-Ann Stores, LLC	ENGAGEMENT LETTER DATED 11/20/2024	4/30/2025

<sup>1</sup> The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

No.	Rejection Counterparty	Debtor Party	Description of Contract <sup>1</sup>	Rejection Date
26	ARTWORK PORTFOLIO LTD	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C323621 - DATED 09/24/2021	4/30/2025
27	BAKER & HOSTETLER LLP	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 02/12/2020	4/30/2025
28	BAKER & HOSTETLER LLP	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 11/25/2019	4/30/2025
29	BAYMARD INSTITUTE	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C323675 - DATED 10/01/2021	4/30/2025
30	BDS SOLUTIONS GROUP LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C319999 - DATED 07/31/2019	4/30/2025
31	<i>[Left Intentionally Blank]</i>			
32	BIANCA SPRINGER	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C323489 - DATED 09/30/2021	4/30/2025
33	BIANCA SPRINGER	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 09/25/2022	4/30/2025
34	BLACK LAMB STUDIO	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C324127 - DATED 01/17/2022	4/30/2025
35	BLACKSTONE IMC HOLDINGS Q LLC J	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 12/20/2019	4/30/2025
36	BOHANON & CO LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C325136 - DATED 08/15/2022	4/30/2025
37	BREAKTHROUGHFUEL LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 10/30/2024	4/30/2025
38	BRIANNA SIPP	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C326897 - DATED 11/02/2023	4/30/2025
39	BROOKSIDE CUSTOM CARPENTRY LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 09/10/2024	4/30/2025
40	CAMPAIGN WORKHUB LLC	Jo-Ann Stores, LLC	SUBSCRIPTION SERVICE AGREEMENT DATED 05/02/2024	4/30/2025
41	CAMPAIGN WORKHUB LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C326658 - DATED 05/02/2023	4/30/2025
42	CANVAS PRINT STUDIO LTD	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C320736 - DATED 01/04/2023	4/30/2025
43	CAREERMINDS GROUP INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 02/01/2024	4/30/2025
44	CAREERMINDS GROUP INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C327242 - DATED 02/05/2024	4/30/2025
45	CAROLINA ABARCA LARA	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C324504 - DATED 01/31/2022	4/30/2025
46	CAROLYN YAKO	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C324221 - DATED 02/25/2022	4/30/2025
47	CASSANDRA KELLER I	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C324480 - DATED 02/22/2024	4/30/2025
48	CHELSEA BALLENGER	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C321051 - DATED 10/01/2019	4/30/2025
49	CHELSEA BALLENGER	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 10/01/2022	4/30/2025
50	CHESLEY CARELE LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C326924 - DATED 09/19/2023	4/30/2025
51	CHRISTINA L MANUEL	Jo-Ann Stores, LLC	Service Agreement Dated 01/04/2022	4/30/2025
52	CINNAMON JOE STUDIO LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C289904 - DATED 07/08/2022	4/30/2025
53	CLEVELAND CLINIC	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 05/01/2024	4/30/2025
54	CMC MARKETING AND DESIGN	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 12/27/2021	4/30/2025
55	COLUMBUS REGIONAL AIRPORT AUTHORITY	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C325762 - DATED 08/29/2022	4/30/2025
56	COMPLIANCESIGNS LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C309043 - DATED 09/16/2014	4/30/2025
57	DAVIS & HAMRICK, L.L.P.	Jo-Ann Stores, LLC	ENGAGEMENT LETTER DATED 03/27/2024	4/30/2025

No.	Rejection Counterparty	Debtor Party	Description of Contract <sup>1</sup>	Rejection Date
58	DRU CHRISTINE FABRICS & DESIGN	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C325137 - DATED 08/15/2022	4/30/2025
59	DYNAMIC RESOURCES INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 02/13/2024	4/30/2025
60	ELECTRIC MOTOR SHOP	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C214653 - DATED 10/28/2019	4/30/2025
61	ELECTRIC MOTOR SHOP	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 10/29/2022	4/30/2025
62	ELICIA BELL	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C325246 - DATED 09/26/2022	4/30/2025
63	ELVIA AYALA	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C326940 - DATED 09/19/2023	4/30/2025
64	EMC TALENT LIMITED	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C326985 - DATED 09/07/2023	4/30/2025
65	EMILY GOOLSBY	Jo-Ann Stores, LLC	Service Agreement Dated 01/03/2022	4/30/2025
66	ENERGY MISSION CONTROL INC	Jo-Ann Stores, LLC	Service Agreement Dated 11/1/2020	4/30/2025
67	ERHAN MAHMUZLU	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C325370 - DATED 09/30/2022	4/30/2025
68	FACILITY CONCEPTS INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C318503 - DATED 01/01/2021	4/30/2025
69	FHC NEWCO LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C318522 - DATED 11/01/2020	4/30/2025
70	FHC NEWCO LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 11/01/2023	4/30/2025
71	FIDELITY VOICE & DATA	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 03/19/2019	4/30/2025
72	JADA TAYLOR	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 04/04/2022	4/30/2025
73	JADA TAYLOR	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C319565 - DATED 04/04/2019	4/30/2025
74	JANET L GROTTENTHALER	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 08/31/2022	4/30/2025
75	JENNIFER TALIS	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C323473C - DATED 05/05/2023	4/30/2025
76	JILL A STEVENSON	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C325172 - DATED 09/05/2022	4/30/2025
77	JOHN K KINZEL	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 05/26/2022	4/30/2025
78	JOHN K KINZEL	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C313382 - DATED 05/25/2019	4/30/2025
79	JONATHAN RAFFESBERGER	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C324180 - DATED 02/15/2022	4/30/2025
80	JORDAN POWER & EQUIPMENT CO.	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 08/12/2024	4/30/2025
81	KAREN A KAISER	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C325139 - DATED 08/17/2022	4/30/2025
82	KAREN B EDENFIELD	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 09/02/2023	4/30/2025
83	KAREN B EDENFIELD	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C224222 - DATED 05/28/2019	4/30/2025
84	KATHERINE MARIE SHELTON	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C321693 - DATED 03/19/2020	4/30/2025
85	KATHERINE MARIE SHELTON	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 03/19/2023	4/30/2025
86	KATRIN KRSCHAK	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C326369 - DATED 06/01/2023	4/30/2025
87	KAWEAH CONTAINER INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 05/13/2022	4/30/2025
88	KECHENA RICHARDSON	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C325347 - DATED 08/22/2022	4/30/2025
89	KENMORE CONSTRUCTION CO INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C320728 - DATED 11/01/2019	4/30/2025

No.	Rejection Counterparty	Debtor Party	Description of Contract <sup>1</sup>	Rejection Date
90	KORRIE DISANTO	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 08/01/2024	4/30/2025
91	KORRIE DISANTO	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 05/01/2024	4/30/2025
92	KORRIE DISANTO	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C318141 - DATED 05/20/2021	4/30/2025
93	KRUGLIAK, WILKINS, GRIFFITHS & DOUGHERTY CO., L.P.A.	Jo-Ann Stores, LLC	ENGAGEMENT LETTER DATED 10/03/2023	4/30/2025
94	LAGHETTO STUDIO	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C321798 - DATED 09/07/2022	4/30/2025
95	LANCE R MILLER, WRIGHT, LINDSEY & JENNINGS LLP	Jo-Ann Stores, LLC	LEGAL SERVICES AGREEMENT DATED 08/24/2023	4/30/2025
96	LAURA BEER	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C326250 - DATED 04/24/2023	4/30/2025
97	Lauren Byrne	Jo-Ann Stores, LLC	Master Agreement Dated 09/01/2019	4/30/2025
98	LAUREN M BYRNE	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 09/01/2022	4/30/2025
99	LEE ENTERPRISES INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 05/02/2024	4/30/2025
100	LIESL & CO.	Needle Holdings LLC	LICENSE AGREEMENT DATED 11/14/2022	4/30/2025